

REMARKS

Applicant respectfully requests reconsideration and allowance of the subject application. Claims 1-25 are pending, of which claims 1, 6, 9, and 17 have been amended.

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35 U.S.C. §103 Claim Rejections

Claims 1-25 are rejected under 35 U.S.C. §103(a) for obviousness over U.S. Patent No. 5,930,553 to Hirst et al. (hereinafter, "Hirst") in view of U.S. Patent Application Publication No. 2004/0172260 to Junger et al. (hereinafter,

10 "Junger") (*Office Action* p.2). Applicant respectfully traverses the rejection.

Claim 1 recites an automated warranty fulfillment system for a consumable item that is consumed during operation of a device, the system comprising:

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an interface configured to facilitate communication between the consumable item and the device in which the consumable item is installed;

a memory disposed on the consumable item, the memory configured to store warranty information corresponding to the consumable item where the warranty information is stored on the memory at a time of manufacture of the consumable item to incorporate warranty fulfillment functionality for a user of the device, the memory further configured to store consumable use data corresponding to installation of the consumable item in the device and use of the consumable item during operation of the device; and

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the memory further configured to store computer executable instructions that, when executed, (1) request additional warranty information from the user who initiates a warranty claim for the consumable item, and (2) obtain the warranty information, the additional warranty information, and the consumable use data to complete warranty requirements to substantiate the warranty claim for the consumable item.

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Hirst and/or Junger do not teach or suggest the combination of elements and features recited in claim 1. For example, the Hirst-Junger combination does not teach or suggest a single device that includes a memory disposed on a

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consumable item installed in the device where the memory stores warranty information corresponding to the consumable item and which is stored on the memory at a time of manufacture of the consumable item to incorporate warranty fulfillment functionality for a user of the device, as recited in claim 1.

5 The Office cites Hirst for an image forming consumable having an attached memory device that stores various information associated with the consumable, such as warranty prorating information and consumable use data (*Office Action* p.2; *Hirst* col.3, lines 15-33). However, Hirst does not teach or suggest warranty information that is stored on the memory at a time of
10 manufacture of the consumable item to incorporate warranty fulfillment functionality for a user of the device, as recited in claim 1. Further, Hirst does not teach or suggest that the memory is further configured to store computer executable instructions that, when executed, request additional warranty information from the user who initiates a warranty claim for the consumable
15 item, as recited in claim 1.

Thus, the Office cites Junger for an automated warranty system by which a user can use the Internet to obtain information about the return of a product or to initiate a product return (*Office Action* p.3). The Office makes no specific reference to any section of Junger, but merely cites Junger for the
20 automated warranty system that is accessible via the Internet. Junger describes, and the Office recognizes, that a consumer has to go to a Web site (or to an actual retail store) that requests information from the consumer that is initiating a product return, and the Web site maintains transaction information in one or more transaction databases (*Office Action* p.3; *Junger* ¶¶ [0008], [0028],
25 [0030], and [0033] for example).

Junger describes a warranty system that includes several connected devices, such as a retailer computer system that includes an operator terminal, a

separate local database, and a printer to produce copies of sales reports. The retailer computer system is connected to a central computer system that also includes a general registration database which stores transaction information from a plurality of retailer computer systems (*Junger ¶¶s* [0061]-[0065]).

5 However, there is no mention in *Junger* of a consumable item installed in a device where the consumable item includes a memory to store warranty information at a time of manufacture of the consumable item to incorporate warranty fulfillment functionality for a user of the device, as recited in claim 1. Further, *Junger* does not teach or suggest that the memory is further configured
10 to store computer executable instructions that, when executed, request additional warranty information from the user who initiates a warranty claim for the consumable item, as recited in claim 1.

The Office states that it would have been obvious to provide the system of *Hirst* with computer instructions that would link a consumer to a Web site
15 where a product return can be initiated as disclosed by *Junger* (*Office Action* p.4). Applicant disagrees with this basis to combine *Junger* with *Hirst* because claim 1 does not recite that a consumer would be linked to a Web site as proposed by the Office. *Hirst* and/or *Junger* do not teach the combination of elements and features as recited in claim 1, and the basis for the §103 rejection
20 proposed by the Office is not relevant.

As described above, neither *Hirst* nor *Junger* makes any mention of a consumable item installed in a device where the consumable item includes a memory to store warranty information at a time of manufacture of the consumable item. As such, there is no motivation to be found in either *Hirst* or
25 *Junger* to substantiate the *Hirst-Junger* combination or the §103 rejection with respect to claim 1.

Accordingly, claim 1 is allowable over the Hirst-Junger combination and Applicant respectfully requests that the §103 rejection be withdrawn.

5 Claims 2-8 and 22-25 are allowable by virtue of their dependency upon claim 1 (either directly or indirectly). Additionally, some or all of claims 2-8 and 22-25 are allowable over the Hirst-Junger combination for independent reasons. For example:

10 Claim 4 recites "a processor disposed on the consumable item, the processor configured to execute the computer executable instructions". Hirst and/or Junger do not specifically describe a processor disposed on a consumable item, as recited in claim 4, and Applicant respectfully disagrees with the Office's contention that a toner level sensor inherently requires a processor (*Office Action* p.5; *Hirst* col.4, lines 39-44). Other types of sensor
15 systems are well-known which do not require a processor disposed on the item. Further, it is unlikely that a toner level sensor is configured to execute computer executable instructions, as recited in claim 4.

Hirst also describes that the toner level sensor generates a signal that is interpreted by a print controller which provides the supporting electronic
20 control for the print engine (*Hirst* col.4, lines 32-44). It is further unlikely that the toner level sensor includes a processor to generate the signal which is then interpreted anyway by the print controller, as the Office contends.

Accordingly, claim 4 is allowable over the Hirst-Junger combination and the §103 rejection should be withdrawn.

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Claim 6 recites that "the warranty information stored in the memory at the time of manufacture of the consumable item includes at least one of

instructions on how to comply with the warranty claim, warranty terms, or warranty forms to facilitate the warranty claim.”

As described above in the response to the rejection of claim 1, there is no indication in either Hirst or Junger of a consumable item installed in a device where the consumable item includes a memory to store the warranty information recited in claim 6. Accordingly, claim 6 is allowable over the Hirst-Junger combination and the §103 rejection should be withdrawn.

Claim 24 recites “additional computer executable instructions configured to perform diagnostic testing of the consumable item to determine whether the consumable item is defective, the additional computer executable instructions further configured to compare diagnostic test information with the warranty information to determine applicability of the warranty claim for the consumable item”.

The Office recognizes that Hirst and/or Junger do not disclose “the data comparison claimed” (*Office Action* p.5). That is, “to compare diagnostic test information with the warranty information to determine applicability of the warranty claims for the consumable item”, as recited in claim 24. The Office then refers to Junger for a consumer using the Internet to initiate a product return, and states that because Hirst discloses that an Internet connection can be used to transfer data, it would have been obvious to compare diagnostic test data to warranty data to determine if the consumable is defective (*Office Action* p.5).

As described above in the response to the rejection of claim 1, the Office is combining Hirst and Junger for a data comparison at an Internet-based Web site. However, the system specifically recited in the combination of claims 1 and 24 does not link a consumer to a Web site as proposed by the Office for the

purpose of comparing diagnostic test information with warranty information. Other claims of the present application may recite or include such a feature, as described in the specification. The combination of claims 1 and 24 clearly recite that the warranty information is stored in a memory disposed on the consumable item – not at a Web site accessible via the Internet – and the system of claims 1 and 24 include the additional computer executable instructions to perform the diagnostic testing. Hirst does not teach or suggest this combination of features, and just because Hirst discloses an Internet connection, there is no motivation to combine the Internet-based system of Junger with respect to claim 24.

Accordingly, claim 24 is allowable over the Hirst-Junger combination and the §103 rejection should be withdrawn.

Claim 9 recites “monitoring use of the consumable item during operation of the device in which the consumable item is installed”, “storing consumable use data on a memory disposed on the consumable item”, and “obtaining warranty information stored on the memory, the warranty information being stored on the memory at a time of manufacture of the consumable item”.

Claim 9 is rejected by the Office for the same reasons as claim 1 (*Office Action* p.2). As described above in the response to the rejection of claim 1, Hirst does not teach or suggest that warranty information is stored on a memory disposed on a consumable item at a time of manufacture of the consumable item, as recited in claim 9. Further, there is no mention in Junger of a consumable item installed in a device where the consumable item includes a memory to store warranty information at a time of manufacture of the consumable item, as recited in claim 9. Applicant also disagrees that it would

have been obvious to combine Junger with Hirst because neither reference provides a motivation to store warranty information on a memory of a consumable item installed in a device.

Accordingly, claim 9 along with dependent claims 10-16 are allowable
5 over the Hirst-Junger combination and Applicant respectfully requests that the §103 rejection be withdrawn.

Claim 17 recites a consumable item for a device comprising “means for
storing warranty terms on the consumable item at a time of manufacture of the
10 item”, and “means for interacting with a user to obtain user-provided warranty
information corresponding to the consumable item when the user initiates a
warranty claim”. Claim 17 is rejected by the Office for the same reasons as
claim 1 (*Office Action* p.2). As described above in the response to the rejection
of claim 1, Hirst and/or Junger do not teach or suggest means for storing
15 warranty terms on the consumable item at a time of manufacture of the item, as
recited in claim 17.

Accordingly, claim 17 along with dependent claims 18-21 are allowable
over the Hirst-Junger combination and Applicant respectfully requests that the
§103 rejection be withdrawn.

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Conclusion

Pending claims 1-25 are in condition for allowance. Applicant respectfully requests reconsideration and issuance of the subject application. If any issues remain that preclude issuance of this application, the Examiner is urged to contact the undersigned attorney before issuing a subsequent Action.

Respectfully Submitted,

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